

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:) Group Art Unit No.: 214
Christopher Murray, et al.)
Serial No.: 10/712,130) Examiner: Le Luu
Filed on: November 12, 2003) Confirmation No.: 8180
For: System and Methodology for Adaptive)
Load Balancing With Behavior)
Modification Hints)

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

PETITION UNDER 37 C.F.R. 1.183 AND REQUEST FOR CERTIFICATE OF

Sir.

Applicants hereby respectfully petition for waiver of the requirements of 37 C.F.R. 3.81(a). Applicants further request issuance of a certificate of correction of U.S. Patent No. 7,421,695 ("subject patent") that indicates that the subject patent issued to the assignee **Cisco Technology, Inc.** of San Jose, California.

Applicants paid the issue fee for the subject patent on July 1, 2008. At the time the issue fee was paid, an assignment of the subject matter of the subject patent had been submitted for recordation. The assignment was recorded at reel 014698 frame 0904 on November 12, 2003 which is well before date the issue fee was paid. Thus, at the time the issue fee was paid, a properly executed assignment of the subject matter of the subject patent had been properly recorded. For ease of reference, a copy of the recorded assignment is attached herewith.

Applicants intended for assignee data to appear on the patent when issued. However, when paying the issue fee, Applicants' representative inadvertently omitted the name of the assignee from item 3 of the Issue Fee Transmittal Form PTOL-85 (REV 07-01). Applicants intended item 3(A) of the Issue Fee Transmittal Form to read **Cisco Technology, Inc.** which is the correct name of the assignee. Applicants intend item 3(B) of the Issue Fee Transmittal Form to read **San Jose, California** which is the correct "RESIDENCE" of the assignee. To the best of Applicants' knowledge, all other information provided in the Issue Fee Transmittal Form was correct when filed.

Based on the foregoing, Applicants respectfully request waiver of the requirements of 37 C.F.R. 3.81(a) so that a certificate of correction may be issued that indicates that the subject patent issued to the assignee.

Applicants further request, pursuant to 37 C.F.R. § 1.323, that a certification of correction be issued for the subject patent that indicates that the subject patent issued to **Cisco Technology, Inc. of San Jose, California**. As shown above, the mistake by Applicants' representative in inadvertently failing to indicate assignee data on the Issue Fee Transmittal Form was made in good faith. Further, issuance of a certificate of correction for the subject patent to indicate assignee data does not constitute new matter and would not require a re-examination. Based on the foregoing, Applicants respectfully submit that a good and sufficient showing has been made that entitles Applicants to a certificate of correction of the subject patent.

The Office of Petitions is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the consideration of this petition.

Pursuant to 37 C.F.R. § 1.183, payment of the fee as specified in 37 C.F.R. § 1.17(h) is submitted concurrently herewith. Pursuant to 37 C.F.R. § 1.323, payment of the fee as specified in 37 C.F.R. § 1.20(a) is also submitted concurrently herewith. To the extent necessary, a petition for an extension of time under 37 C.F.R. § 1.136 is hereby made. Please charge any shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,

Hickman Palermo Truong & Becker LLP

Date: September 10, 2008

/AdamCStone#60531/

Adam Christopher Stone
Reg. No. 60,531

2055 Gateway Place, Suite 550
San Jose, California 95110-1089
Telephone No.: (408) 414-1080 ext. 231
Facsimile No.: (408) 414-1076

Docket No.: 50325-0818**PATENTS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereto:

1. Name of Conveying Party(ies):

Christopher Murray and John Zamick

Additional name(s) of conveying party(ies) attached? Yes

3. Nature of Conveyance:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other | |

Execution Date: 11/8/03 and 10/21/03.

4. Application number(s) or patent number(s):

If the document is being filed together with a new application, the execution date of the application is: 11/8/03 and 10/21/03.

A. Patent Application No(s).

B. Patent No(s).

Additional numbers attached? Yes

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Hickman Palermo Truong & Becker LLP

Internal Address: _____

Street Address: 1600 Willow Street.

City: San Jose State: CA Zip: 95125

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1302

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael J. Murray, Reg. No. 54,705


November 17, 2003

Name and Registration No. of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

CMB No. 0851-0011 (exp. 4/94)

ASSIGNMENT

WHEREAS WE, CHRISTOPHER MURRAY, of Bedfordshire MK45 4LA, England; and JOHN ZAMICK, of Somerset BS25 1RB, United Kingdom, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled ADAPTIVE LOAD BALANCING, executed by us on the date of execution of this document, as shown below, and filed concurrently herewith;

AND WHEREAS, Cisco Technology, Inc., a corporation of the State of California and having an address of 170 West Tasman Drive, San Jose, CA 95134-1706 is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, We do hereby sell, assign, transfer and set over unto Cisco Technology, Inc., its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, We hereby agree with the said assignee that We will not execute any writing or do any act whatsoever conflicting with these presents, and that We will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

AND We request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Cisco Technology, Inc., its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

ASSIGNMENT

Docket No. 50325-0818 (7837)

Date: 8th November 2003

Chris Murray
CHRISTOPHER MURRAY

Date: 8th November 2003

Witnessed by:

Print name

Chris Murray

CHARLES D MURRAY

Date: 9th November 2003

Witnessed by: Nicola Tucker

Print name

Nicola Tucker

ASSIGNMENT
Docket No. 50325-0818 (7837)

Date

21 October 2003

John Zamick

JOHN ZAMICK

Date: 21 October 2003

Witnessed by

D. F. G.

Print name

David F. Gaskins

Date: 21 October 2003

Witnessed by

D. F. G.

Print name

Andrew Fukes